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 IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
 FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

FILED
 2008 NOV 17 PM 2:41
 CLERK

STATE OF TENNESSEE, *ex rel.*)
 ROBERT E. COOPER, JR.,)
 ATTORNEY GENERAL AND REPORTER,)

v.)

EDUCATIONAL RESEARCH CENTER)
 OF AMERICA, INC., a Pennsylvania not)
 for profit corporation,)

Respondent.)

No. 08C3725

AGREED FINAL ORDER

This cause came to be heard on the State of Tennessee's Petition and the Parties' Assurance of Voluntary Compliance ("Assurance"), and the Court is of the opinion that said Assurance of Voluntary Compliance should be approved.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED that the Assurance of Voluntary Compliance, annexed hereto as Exhibit 1, is incorporated herein by reference as if set forth fully herein, and is, hereby, made a part of this Agreed Final Order ("Order"); the Assurance hereby is approved.

IT IS ORDERED, ADJUDGED, and DECREED that the Assurance is hereby approved unless rescinded by agreement of the parties or modified by this Court for good cause shown.

IT IS ORDERED, ADJUDGED, AND DECREED that, Respondent shall comply with

all terms set forth in the Assurance.

The State of Tennessee's share of the payment set forth in paragraph 26 of the Assurance is Seven Thousand Dollars and 00/100 cents (\$7,000.00). Tennessee's share will be distributed as follows:

- (A) The sum of Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid to the Attorney General of the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes or other lawful purpose at the sole discretion of the Attorney General.
- (B) The sum of One Thousand Dollars (\$1,000.00) shall be used to fund a consumer education project(s) or consumer investigative and trial costs for consumer protection purposes at the sole discretion of the Director of the Division of Consumer Affairs.
- (C) The sum of One Thousand Dollars (\$1,000.00) shall be paid to the State of Tennessee - General Fund.

If the entire monetary amount anticipated by the State of Tennessee is not received, any monies received shall first be attributed to attorneys' fees pursuant to (A), next to the payment to the Division of Consumer Affairs pursuant to paragraph (B) and finally to the General Fund pursuant to paragraph (C). In the event, the State of Tennessee receives additional monies, those funds shall be attorneys' fees pursuant to paragraph (A).

IT IS SO ORDERED that jurisdiction of this Court over the subject matter herein and over the person of the Respondent for the purposes of entering into and enforcing this Order and the Assurance is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply such further orders and directions as may be necessary or appropriate for the construction, modification or execution of this Order and Assurance, including enforcement of compliance therewith and assessment of penalties for violation(s) thereof.

IT IS SO ORDERED that pursuant to Tenn. Code Ann. § 47-18-107:

- (1) Venue as to all matters between the parties relating hereto or arising out of this Assurance is solely in the Circuit Court of Davidson County, Tennessee.
- (2) This Assurance of Voluntary Compliance shall not be considered an admission of a prior violation of the Tennessee Consumer Protection Act. However, unless an assurance has been rescinded by agreement of the parties or voided by a court for good cause, any subsequent failure to comply with the terms of the Assurance of Voluntary Compliance is *prima facie* evidence of a violation of the Tennessee Consumer Protection Act.
- (3) This Assurance of Voluntary Compliance shall in no way affect individual rights of action which may exist independent of the recovery of money or property received pursuant to a stipulation in voluntary compliance.
- (4) Any knowing violation of the terms of an Assurance of Voluntary Compliance, unless it has been rescinded by agreement of the parties or voided by a court for good cause, shall be punishable by a civil penalty of not more than \$1,000.00, recoverable by the state for each violation in addition to any other appropriate sanctions.
- (5) Nothing in the Assurance or this Agreed Final Order shall be construed to waive any claims of Sovereign Immunity the State may have in any action or proceeding.

The Attorney General has solely prepared and filed in Circuit Court for Davidson County, a Petition for approval hereof. Respondent hereby waives any and all rights which it may have to be heard in connection with judicial proceedings upon said Petition and the entry of the Agreed Order and this Assurance.

This Agreed Order and the incorporated Assurance shall only be enforceable by the parties to this action.

Further, assent to this Agreed Order and the Assurance of Voluntary Compliance by Respondent can be completed through electronic or facsimile signatures on separate sheets of paper. Original signature pages for the Respondent will be submitted to the Court as soon as

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possible by a notice of filing.

Pursuant to Tenn Code Ann. § 47-18-116, no costs shall be taxed against the State. Costs for filing this Assurance shall be paid out of the money received pursuant to the Assurance and this Agreed Order.

IT IS SO ORDERED.

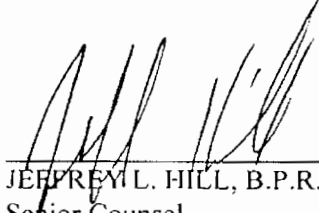
ENTERED this the 17 day of November, 2008.

A handwritten signature in black ink, appearing to read "C. W. Smith", written over a horizontal line.

CIRCUIT COURT JUDGE

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**APPROVED FOR ENTRY:
FOR PETITIONER, TENNESSEE ATTORNEY GENERAL**



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